

GOVERNMENT NOTIFICATION.—No. 170.

The following Particulars and Conditions of Sale of Crown Land by Public Auction, to be held on the spot, on Monday, the 31st day of May, 1886, at 4 P.M., are published for general information.

By Command,

FREDERICK STEWART,
Acting Colonial Secretary.

Colonial Secretary's Office, Hongkong, 8th May, 1886.

Particulars and Conditions of the letting by Public Auction Sale, to be held on Monday, the 31st day of May, 1886, at 4 P.M., by Order of His Excellency the Officer Administering the Government, of Three Lots of Crown Land, in the Colony of Hongkong, for a term of 999 Years.

PARTICULARS OF THE LOTS.

No. of Sale.	Registry No.	LOCALITY.	Boundary Measurements.				Contents in Square ft.	Annual Rent.	Upset Price.
			N.	S.	E.	W.			
	Marine Lot		feet.	feet.	feet.	feet.		\$	\$
1	No. 260	Lápsápwan,.....	70	70	100	100	7,000	108	500
2	„ 261	Do.,	70	70	100	100	7,000	108	1,000
3	„ 262	Do.,	70	70	100	100	7,000	108	2,500

CONDITIONS OF SALE.

1. The highest bidder above the upset price shall be the Purchaser, and if any dispute arise between two or more bidders, the Lot in dispute shall be put up again at a former bidding.
2. No person shall at any bidding advance less than \$10.
3. Immediately after the fall of the hammer, the Purchaser shall sign the Memorandum of Agreement hereinafter contained, for completing the purchase according to these conditions, and shall, within Three Days of the day of sale, pay into the Colonial Treasury, the full amount of Premium at which the Lot shall have been purchased.
4. The Purchaser of each Lot shall also pay to the Registrar of the Supreme Court, on behalf of Her Majesty the QUEEN, the sum of \$10 within three days of the day of sale, for and in consideration of the Boundary Stones properly cut, fixed, and marked with the Registry Number, which shall be placed by the Surveyor General, for the Purchaser, at each angle of the Lot.
5. The Purchaser of each Lot shall pay, to the Registrar of the Supreme Court, on behalf of Her Majesty the QUEEN, a Fee of \$15 upon the execution of the Crown Lease thereof.
6. The Purchaser of each Lot shall build and finish fit for occupation before the expiration of thirty-six calendar months from the day of sale, in a good, substantial and workmanlike manner, one good and permanent messuage or tenement upon some part of his Lot, and shall expend thereon a sum of not less than \$2,000 (Two thousand dollars).
7. When the conditions herein contained have been complied with, the Purchaser of each Lot shall be entitled to, and shall execute, on demand, a Lease from the Crown of the Piece of Ground comprised in such Lot for 999 Years, to be computed from the day of Sale, at such Annual Rental, payable half-yearly on the 24th day of June, and the 25th day of December in every Year, as is specified in the Particulars of such Lot hereinbefore contained; and such Crown Lease shall be subject to, and contain, all Exceptions, Reservations, Covenants, Clauses, and Conditions inserted in the Crown Leases of Inland Lots in the Colony of Hongkong.
8. Should the Purchaser neglect, or fail to comply with these Conditions, his Premium, or any portion thereof which may be paid, shall be thereupon forfeited to Her Majesty, who shall be at full liberty either to enforce the Sale, or to re-sell the Property at such time and place, and in such manner as to Her Majesty shall seem fit, and in case of a re-sale the increase, if any, of the Premium or Purchase Money shall be retained by Her Majesty, and the deficiency, if any, and all Costs and Expenses shall be made good by the defaulter and be recoverable as liquidated damages.
9. Possession of each Lot sold shall be given to the Purchaser, and deemed to have been taken by him, on the day of sale.

SPECIAL CONDITIONS OF SALE.

1. The Purchaser or Purchasers of Marine Lots 261 and 262 shall reclaim, cut down, or fill in, as the case may be, the whole area of his Lot and also that of half the width of the streets adjoining or abutting thereon, and shall in addition fill in and form the Praya in front of his Lot to a height of 2' 3" above high water spring tides, or to such other level or levels as shall be given him from time to time by the Surveyor General, the finished surface of the ground being formed with a uniform rise of 1 in 100 from the Praya inland.

2. The Colonial Government shall within twenty-four months from the date of Sale, construct at the sole cost and charge of the Crown Lessee of Marine Lots 261 and 262, an embankment and permanent Sea-wall, fifty feet from and co-extensive with the front of these two Lots, and the Purchaser or Purchasers of Marine Lot 262 shall also defray the cost of construction of the Sea-wall on a length of twenty-feet opposite the North end of the street, or running along the Western Boundary of the said Lot, the total cost of such wall exclusive of forming the Praya along the back of Sea-wall shall not exceed \$52 per lineal foot of Sea-wall and embankment, and which amount shall be paid by the Purchaser of the Lot to the Surveyor General on demand in such instalments as may be required from time to time to defray the cost of the said works.

3. The Purchaser or Purchasers of Marine Lots 261 and 262 shall fill in the ground along the back of the Sea-wall and embankment to a width of 40 feet, and extending the full height thereof with good tough red or yellow earth or clay deposited in layers, 6 inches deep each layer rammed solid before the next is filled in and carried up simultaneously with the embankment and Sea-wall. The use of rubbish and Town sweepings will on no account be allowed in the work of filling in the embankment.

4. The Purchaser of Marine Lot 260 shall cut down the whole area of this Lot, and also that of the Praya in front thereof, and half the width of the street running along the Southern Boundary of the said Lot. The Sea-wall in front of the said Lot shall be constructed, and the ground along the Eastern Boundary thereof filled in and formed to the level of Middle Street by the Colonial Government at a cost of Six thousand Dollars (\$6,000) which amount shall be paid by the Purchaser of the Lot to the Surveyor General on demand in such instalments as may be required from time to time to defray the cost of the said work.

5. Upon the completion of the permanent Sea-wall and roadway, their maintenance and repairs shall devolve upon the Colonial Government and the Crown Lessee shall be entirely free from any special charge in respect of the up keep of the said roadway and wall.

Extract from Conditions for Leases, approved by the War Office.

The Lease is subject to the right of the War Department to carry on practice from the batteries at any time without the payment of any compensation to the Lessees or their representatives for injury to property or person, and it is to be understood that practice will be frequently made.

The design for every building to be submitted to the Surveyor General for reference to the Officer Commanding the Troops, whose decision shall be final whether such building shall be permitted, the Lessee to have no claim for compensation if the Building be not allowed.

But, as a general rule such permission shall not be refused if the proposed building does not interfere with the line of fire, horizontal or vertical from any of the guns of the Batteries.

MEMORANDUM OF AGREEMENT BY THE PURCHASER.

Memorandum that the persons whose names are hereunder written have been declared the highest bidder for the Lots described in the foregoing Particulars of Sale and hereunder specified opposite to their said names and signatures respectively, and do hereby agree to become the Lessees thereon under and subject to the foregoing Conditions of Sale, and on their part to perform and abide by the said Conditions.

Number of Sale.	Registry Number and Description of Lot Purchased.	Annual Rental.	Amount of Premium at which Purchased.	Signature of Purchasers.
1	Marine Lot No. 260.	\$108		
2	" " 261.	\$108		
3	" " 262.	\$108		